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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

A.H., et al.,

Plaintiffs,

v.

COUNTY OF SAN BERNARDINO
and JUSTIN LOPEZ,

Defendants.

Case No.: 5:23-cv-01028-JGB-SHK

[Honorable Jesus G. Bernal]

**PLAINTIFFS' UNOPPOSED *EX PARTE* APPLICATION FOR
APPROVAL OF COMPROMISE
OF THE CLAIMS OF MINOR
PLAINTIFFS A.H. AND H.H.**

*[Verification by Guardian ad Litem
Crystal Hanson, Declaration of Renee
V. Masongsong and Exhibits thereto,
and Proposed Order filed concurrently
herewith]*

**TO THIS HONORABLE COURT, AND ALL PARTIES THROUGH THEIR
ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE THAT Plaintiffs, Patricia Holland, Chloe Holland (formerly identified as "C.H."), and H.H. and A.H., by and through their guardian ad litem, Crystal Hanson, ("Plaintiffs") hereby move this Court by way of this Ex Parte Application for Approval of Compromise of the Claims of minor plaintiffs A.H. and H.H.

Plaintiffs make this application pursuant to Central District Local Rule 7-19.

1 The grounds for this application are set forth in the Memorandum of Points and
2 Authorities, which follows below, and the Declaration of Renee V. Masongsong,
3 which is submitted concurrently herewith. Prior to filing this *ex parte* application, on
4 November 27, 2024, by email and on December 3, 2024, by telephone, Plaintiffs'
5 counsel contacted Defendants' counsel in compliance with Local Rule 7-19 through
6 7-19.1. Defendants are represented by:

7 Kayleigh Andersen, Esq.
8 Manning Kass
801 S. Figueroa St., 15th Floor
9 Los Angeles, CA 90017
10 (213) 624-6900

Kayleigh.Andersen@manningkass.com

11 Defendants' counsel does not oppose the filing of this application for
12 approval of the minors' compromise on an *ex parte* basis, nor do Defendants or their
13 counsel oppose the proposed distribution of the settlement funds. Declaration of
14 Renee V. Masongsong in Support of Ex Parte Application for Approval of Minors'
15 Compromise ("Masongsong Decl.") at ¶¶ 2-3. Plaintiffs seek approval of the
16 minors' compromise on an *ex parte* basis because the interest rates for the annuities
17 will expire if this matter is heard as a regularly noticed motion. Masongsong Decl.
18 at ¶ 4.

19
20 DATED: December 5, 2024

LAW OFFICES OF DALE K. GALIPO

21
22 By: s/ Renee V. Masongsong

Dale K. Galipo

Renee V. Masongsong

Attorneys for Plaintiffs

**UNOPPOSED EX PARTE APPLICATION FOR APPROVAL OF
COMPROMISE OF THE CLAIMS OF H.H. AND A.H.**

I. INTRODUCTION

Crystal Hanson, guardian *ad litem* for minor plaintiffs H.H. and A.H., hereby submits this petition and proposed order for approval of the minors' compromise in this matter, and requests that the Court approve of the proposed distribution of the minors' funds. Crystal Hanson is H.H. and A.H.'s legal guardian and natural mother.

The instant claims of minor plaintiff H.H. and A.H. arose out of the fatal shooting of H.H. and A.H.'s father, decedent Shane Holland, by San Bernardino County Sheriff's Department Deputy Justin Lopez on June 21, 2022. Plaintiffs and Defendants have agreed to settle the above-referenced case, and the parties' settlement has been approved by the proper County of San Bernardino authorities.

This agreement obligates Defendants to pay Plaintiffs and their attorneys of record the total gross sum of \$250,000 divided equally between the four Plaintiffs, as follows:

H.H. and her attorneys	\$62,500
A.H. and her attorneys	\$62,500
Chloe Holland and her attorneys	\$62,500
Patricia Holland and her attorneys	\$62,500

Plaintiff Chloe Holland was formerly identified as "C.H." in this lawsuit. Chloe Holland was born in 2005, and she is no longer a minor. Masongsong Decl. at ¶ 5.

II. DISCUSSION

District courts have a special duty, derived from Federal Rule of Civil Procedure 17(c), to safeguard the interests of litigants who are minors. Rule 17(c) provides, in relevant part, that a district court must appoint a guardian *ad litem*—or issue another appropriate order—to protect a minor or incompetent person who is

1 unrepresented in an action.” Fed. R. Civ. P. 17(c). In the context of proposed
2 settlements in suits involving minor plaintiffs, this special duty requires a district
3 court to conduct its own inquiry to determine whether the settlement serves the best
4 interests of the minor.” *Dacanay v. Mendoza*, 573 F.2d 1075, 1080 (9th Cir. 1978);
5 *see also Salmeron v. United States*, 724 F.2d 1357, 1363 (9th Cir. 1983) (holding
6 that “a court must independently investigate and evaluate any compromise or
7 settlement of a minors’ claims to assure itself that the minors’ interests are
8 protected, even if the settlement has been recommended or negotiated by the
9 minors’ parent or guardian ad litem.”).

10 Although the district court has a special duty to safeguard the interests
11 of minor plaintiffs, that duty requires only that the district court
12 determine whether the net amount distributed to each minor plaintiff in
13 the proposed settlement is fair and reasonable, without regard to the
14 proportion of the total settlement value designated for adult co-
15 Plaintiffs and contracted by them with Plaintiffs’ counsel. If the net
16 recovery of each minor plaintiff under the proposed settlement is fair
17 and reasonable, the district court should approve the settlement as
18 proposed.

19 *Robidoux v. Rosengren*, 638 F.3d 1177, 1179 (9th Cir. 2011).

20 California Code of Civil Procedure Section 372 and California Rules of
21 Court, Rule 3.1384 refer to the requirement of court approval and incorporate other
22 rules requiring disclosure of various pertinent facts. California Rule of Court 3.1384
23 provides that “[a] petition for court approval of a compromise or covenant not to sue
24 under Code of Civil Procedure Section 372 must comply with rules 7.950, 7.951,
25 and 7.952.” Pursuant to the above California rules, Plaintiffs and their attorneys
26 make the following disclosures:

27 **Disclosures pursuant to California Rule of Court 7.950:**

28 1. Petitioner is Crystal Hanson as guardian *ad litem* for H.H. and A.H. and
also as the legal guardian and mother of H.H. and A.H.

2. Plaintiffs H.H. and A.H. are both minor children and the daughters of the

1 decedent in this case, Shane Holland. H.H. was born on March 10, 2015, and A.H.
2 was born on October 10, 2012.

3 3. The nature of the Plaintiffs' claims in this lawsuit is set forth in the
4 operative complaint filed in this action. Pursuant to the settlement agreement, the
5 minors' claims will be compromised without a trial on the merits. Masongsong
6 Decl. at ¶ 6.

7 4. Plaintiffs H.H. and A.H.'s damages in this case arise from (1) the injuries
8 suffered by their father, Shane Holland (the decedent), for which Plaintiffs H.H. and
9 A.H. can recover survival damages as successors in interest (survival damages); and
10 (2) Plaintiffs H.H. and A.H.'s individual loss of the decedent's comfort, care,
11 companionship, training, support, and guidance (wrongful death damages).
12 Masongsong Decl. at ¶ 7.

13 5. Neither medical treatment nor medical billing are relevant to this case;
14 Plaintiffs H.H. and A.H. have not received medical treatment in connection with this
15 case.

16 6. The total amount of the settlement that Defendant County of San
17 Bernardino agrees to pay is \$250,000. As set forth above, of the \$250,000 gross
18 settlement amount, \$62,500 is proposed to be distributed to H.H. and her attorneys,
19 and \$62,500 is proposed to be distributed to A.H. and her attorneys. Plaintiffs'
20 attorneys are requesting attorneys' fees of 40% of the \$62,500 in gross settlement
21 proceeds allocated to H.H. (\$25,000), and 40% of the \$62,500 in gross settlement
22 proceeds allocated to A.H. (\$25,000). Masongsong Decl. at ¶¶ 5, 8, 9, 11. Plaintiffs'
23 attorneys also seek reimbursement for the minor Plaintiffs' pro rata share of the
24 Plaintiffs' total advanced litigation costs. Plaintiffs and their attorneys propose to
25 allocate these costs on a pro rata basis reflecting the total recovery to each plaintiff,
26 such that each plaintiff would pay 25% of the total costs. The total advanced
27 litigation costs are \$8,647.07. Plaintiffs H.H. and A.H.'s equal share of the costs is
28 \$2,161.77 each. Masongsong Decl. at ¶ 10.

1 These are the amounts that Plaintiffs’ attorneys would be due under the
2 existing contingency fee retainer agreements in this case. Plaintiffs signed retainer
3 agreements with the Law Offices of Dale K. Galipo, the Law Offices of Sharon J.
4 Brunner, and the Law Offices of James S. Terrell that provide for a 40%
5 contingency fee, which is a total of \$100,000, shared equally among the four
6 Plaintiffs. Masongsong Decl. at ¶¶ 5, 8, 9, 11.

7 The contingency attorney fee award in this case is justified by attorney Dale
8 K. Galipo’s skill and experience in the civil rights field, the difficulties and
9 complexities of this case, and the risk assumed by Plaintiffs’ counsel in this difficult
10 case. Mr. Galipo is one of the most successful and experienced civil rights attorneys
11 in the country. Mr. Galipo has been elected as a “Super Lawyer” every year since
12 the year 2013. In 2019, Mr. Galipo was selected to the Inner Circle of Advocates,
13 considered to represent the top one hundred civil Plaintiffs’ attorneys in the United
14 States. Also in 2019, Mr. Galipo was elected as a Fellow of the American College
15 of Trial Lawyers, which is recognized as the preeminent organization of trial
16 lawyers in North America. In 2020, Mr. Galipo received the “Trial Lawyer of the
17 Year” award from the Consumer Attorneys Association of Los Angeles
18 (“CAALA”). Also in 2020, Mr. Galipo received the “2020 Consumer Attorney of
19 the Year” award from the Consumer Attorneys of California (“CAOC”).
20 Masongsong Decl. at ¶ 10.

21 Some of Mr. Galipo’s recent notable verdicts include the following:
22 \$13,500,000 verdict in the restraint death case *Zelaya v. City of Los Angeles*, tried in
23 federal court before the Honorable Otis Wright, II in October 2023; \$23,800,000
24 verdict in the police shooting case *Murillo v. City of Los Angeles*, tried in federal
25 court before the Honorable Fernando M. Olguin in August 2023; \$10,000,000
26 verdict in the case *Najera v. County of Riverside*, tried in federal court in April
27 2023; \$17,002,000 verdict in the case *French v. City of Los Angeles*, tried in
28 October 2021 before the Honorable Jesus G. Bernal; \$13,200,000 verdict in the

1 police in-custody death case *Valenzuela v. City of Anaheim*, tried in November 2019
2 before the Honorable Cormac J. Carney. Masongsong Decl. at ¶ 10.

3 Mr. Galipo has recently been awarded statutory attorney fee rates over \$1,000
4 an hour and up to \$1,400 an hour by multiple federal courts. In the case *L.D. v. City*
5 *of Los Angeles*, tried in federal court in January 2020 in front of the Honorable
6 Philip S. Gutierrez, Mr. Galipo achieved a verdict of \$4.5 million, and Judge
7 Gutierrez awarded Mr. Galipo an hourly rate of \$1,100 in ruling on the attorney fee
8 motion brought post-trial pursuant to 42 U.S.C. § 1988. In the case *Donastorg v.*
9 *City of Ontario*, tried in federal court in June 2021 before the Honorable Jesus G.
10 Bernal, Mr. Galipo was also awarded \$1,100 per hour. In *Craig v. County of*
11 *Orange*, which Mr. Galipo tried in April of 2019, the Honorable Cormac J. Carney
12 awarded Mr. Galipo an hourly rate of \$1,000 for work performed in the district court
13 case and \$1,200 per hour for work in defending defendants' appeals to the Ninth
14 Circuit and the Supreme Court. Also in 2019, Judge Carney awarded Mr. Galipo
15 \$1,200 per hour for his work in defending the defendants' appeals of the verdict in
16 the case *Valenzuela v. City of Anaheim*. In *French v. City of Los Angeles*, Judge
17 Bernal awarded Mr. Galipo \$1,100 per hour for his work in that case at the district
18 court level. In the same case, after the plaintiffs prevailed against the City's appeal,
19 Judge Bernal awarded Mr. Galipo \$1,400 per hour for attorney fees on appeal, in an
20 order dated February 21, 2024. Mr. Galipo's hourly rates as awarded by these
21 federal judges support Plaintiffs' attorneys' request for the full 40% contingency
22 attorney fee in this case. Masongsong Decl. at ¶ 10.

23 Additionally, this case involved a substantial amount of risk. For example, in
24 this case, the evidence indicates that the decedent said to the shooting deputy, "I'm
25 going to shoot you" multiple times. There were no civilian witnesses to the
26 shooting and no video of the shooting. If the Law Offices of Dale K. Galipo, the
27 Law Offices of Sharon J. Brunner, and the Law Offices of James S. Terrell were not
28 awarded a fully compensatory fee in cases such as this one, then these attorneys

1 would not be able to take such difficult cases. In turn, minor plaintiffs such as H.H.
2 and A.H. would not be able to attract competent counsel who could achieve similar
3 results. Accordingly, Plaintiffs' attorneys request reimbursement of the full amount
4 of their attorneys' fees and costs. Masongsong Decl. at ¶ 10.

5 7. As stated above, the gross amount of the settlement is \$250,000. The gross
6 share of these proceeds apportioned for minor Plaintiff A.H. and her attorneys is
7 \$62,500. After deducting requested attorneys' fees of \$25,000, and deducting and
8 A.H.'s pro-rata share of costs, the total net settlement proceeds to A.H. is
9 \$35,338.23. Likewise, the gross share of the settlement apportioned for minor
10 Plaintiff H.H. and her attorneys is \$62,500. After deducting requested attorneys'
11 fees of \$25,000, and deducting and H.H.'s pro-rata share of costs, the total net
12 settlement proceeds to H.H. is also \$35,338.23. Masongsong Decl. at ¶ 11.

13 8. It is requested that \$35,338.23 be used to fund a structured settlement
14 annuity for A.H. Attached as "Exhibit A" to the Declaration of Renee V.
15 Masongsong is the proposed structured settlement annuity for A.H., which is
16 incorporated herein in its entirety by reference. A.H.'s guardian *ad litem*, Crystal
17 Hanson, agrees to this proposal and believes that it is in the best interests of A.H.
18 Under the proposal set forth in "Exhibit A," the total amount that A.H. will receive
19 after the last payment is made from the annuity is \$56,100. Masongsong Decl. at ¶
20 12.

21 It is likewise requested that \$35,338.23 be used to fund a structured
22 settlement annuity for H.H. Attached as "Exhibit B" to the Declaration of Renee V.
23 Masongsong is the proposed structured settlement annuity for H.H., which is
24 incorporated herein in its entirety by reference. H.H.'s guardian *ad litem*, Crystal
25 Hanson, agrees to this proposal and believes that it is in the best interests of H.H.
26 Under the proposal set forth in "Exhibit B," the total amount that H.H. will receive
27 after the last payment is made from the annuity is \$63,550. Masongsong Decl. at ¶
28 13.

1 9. The moving guardian *ad litem* is not plaintiff in this case and has no claims
2 against Defendants in connection with the subject incident.

3 10. The moving guardian *ad litem* does not have any claims against the minor
4 plaintiffs H.H. and/or A.H. (her children) in connection with the subject incident.

5 11. California Welfare and Institutions Code Section 14124.73 does not
6 apply.

7 12. This motion does not seek an order for payment of money to a special
8 needs trust. Masongsong Decl. at ¶ 15.

9 **Disclosures pursuant to California Rule of Court 7.951:**

10 1. This petition was prepared by attorney Renee V. Masongsong (California
11 State Bar Number 281819), of the Law Offices of Dale K. Galipo, located at 21800
12 Burbank Boulevard, Suite 310, Woodland Hills, California, which represents
13 Plaintiffs in this action. Masongsong Decl. at ¶ 16.

14 2. The Law Offices of Dale K. Galipo, Law Offices of Sharon J. Brunner,
15 and/or Law Offices of James S. Terrell did not become concerned with this matter at
16 the instance of any party against whom the claims of A.H. and H.H. are asserted.
17 Masongsong Decl. at ¶ 17.

18 3. The Law Offices of Dale K. Galipo, Law Offices of Sharon J. Brunner, and
19 Law Offices of James S. Terrell represent the plaintiffs in this matter but are not
20 employed by any other party or any insurance carrier involved in the matter.
21 Masongsong Decl. at ¶ 18.

22 4. The Law Offices of Dale K. Galipo, Law Offices of Sharon J. Brunner, and
23 Law Offices of James S. Terrell have not to date received any compensation for
24 their services in connection herewith from any person. Masongsong Decl. at ¶ 19.

25 5. In addition to receiving compensation from H.H. and A.H.'s share of the
26 settlement, Plaintiffs' attorneys expect to receive compensation for their services in
27 connection herewith from the gross settlement proceeds allocated to Plaintiffs
28 Patricia Holland and Chloe Holland as follows: Plaintiffs' attorneys will receive

1 \$25,000 in attorneys' fees from Patricia Holland's portion of the settlement and
2 \$25,000 from Chloe Holland's portion of the settlement. Plaintiffs' attorneys also
3 expect to receive reimbursement from Plaintiffs Chloe Holland and Patricia Holland
4 in the amount of their pro rata share of costs advanced, which is \$2,161.77 from
5 each plaintiff or a total of \$8,647.07 between all four Plaintiffs. Masongsong Decl.
6 at ¶ 20.

7 6. The Law Offices of Dale K. Galipo, Law Offices of Sharon J. Brunner, and
8 Law Offices of James S. Terrell accepted this engagement for a contingency fee,
9 plus reimbursement for any costs advanced. The current retainer agreement provides
10 for a 40 percent attorney fee recovery if the matter concludes after commencement
11 of a lawsuit. Masongsong Decl. at ¶ 10.

12 **Petitioner's endorsement:**

13 Petitioner has made a careful and diligent inquiry and investigation to
14 ascertain the facts relating to the incident giving rise to the minors' claims, the
15 parties responsible for the incident, and the nature, extent and seriousness of the
16 minors' claims. Petitioner further understands that if the compromise proposed in
17 this petition is approved by the Court and is consummated, the minor children will
18 be forever barred from seeking any further recovery of compensation even though
19 the minors' injuries and loss might in the future appear to be more serious than they
20 are now thought to be. Petitioner is informed and believes that the minor has made
21 some sufficient recovery from the effects of her injuries and losses so as to justify
22 the resolution of this matter in accord with the terms of the settlement agreement.
23 Petitioner recommends the compromise settlement and the proposed distribution to
24 the minors to the Court as being fair, reasonable, and in the best interest of the
25 minor, and requests that the Court approve this compromise settlement and make
26 such other and further orders as may be just and reasonable.

27 Petitioner Crystal Hanson requests that the Court enter the proposal attached
28 to the Declaration of Renee V. Masongsong as "Exhibit A" for A.H. and enter the

1 proposal attached to the Declaration of Renee V. Masongsong as “Exhibit B” for
2 H.H. Specifically, Petitioner Crystal Hanson requests that the Court enter the
3 Proposed Order filed concurrently herewith. As stated, Petitioner Crystal Hanson is
4 H.H. and A.H.’s guardian *ad litem*, natural mother, and legal guardian. Petitioner
5 Crystal Hanson’s verification is attached hereto.

6 **III. CONCLUSION**

7 For the reasons above, the Court should enter the proposed order submitted
8 concurrently herewith.

9
10 DATED: December 5, 2024

LAW OFFICES OF DALE K. GALIPO

11
12 By: s/ Renee V. Masongsong

13 Dale K. Galipo

14 Renee V. Masongsong

15 Attorneys for Plaintiffs
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Executed on this 12/2/2024 day of December 2024, at RIDGECREST
, California.

Crystal Hanson, guardian ad litem for
H.H. and A.H.